

Sosnowiec, 20.07.2021

GENERAL TERMS AND CONDITIONS OF SALE

Hempel Special Metals Sp. z o.o.

DEFINITIONS:

1. **Goods and/or Services** – the goods and services offered by the Seller,
2. **Seller** – Hempel Special Metals Spółka z ograniczoną odpowiedzialnością with registered office in Sosnowiec (41-200) at , Tax ID No.: 5252408884, National Court Register No.: 0000289555,
3. **Buyer** – an enterprise within the meaning of Art. 431 of the Civil Code buying the Goods from Hempel Special Metals Sp. z o.o.,
4. **GENERAL TERMS AND CONDITIONS OF SALE OF HEMPEL SPECIAL METALS** – hereinafter referred to as GTCS – these general terms and conditions of sale and provision of services by the Seller.

I. TERMS OF ORDERING, PURCHASE AND RECEIPT OF GOODS AND SERVICES

1. Orders for the Goods/Services can be placed in writing or by telephone, electronic mail or fax.
2. The given order shall contain:
 - the Buyer's business name,
 - the Buyer's Tax ID No. and address,
 - the type and quantity of ordered Goods or Services,
 - the place of delivery or manner of personal collection,
 - full name of the person authorised to place orders.
3. Every order shall be appended with a VAT payer declaration containing the Buyer's consent to issuance of invoices without their signature (if applicable).
4. In the case an order for the Goods/Services with delivery, a declaration of accessibility of the place of unloading for lorries must be made as well. If any equipment is damaged or fails because of poor preparation of the place of unloading or of the access, the Buyer shall sustain the losses and costs arising from such damage or failure and they shall pay the Seller the said costs and compensation within 7 days from the receipt of the Seller's request for payment.
5. The deadline for delivery specified in the given order shall be an approximate deadline and the failure to meet it shall not entitle the Buyer to seek claims for compensation.
6. On the day of their shipment or collection at the Seller's registered office and before loading, the Goods must undergo acceptance in terms of quality and quantity to detect any mechanical damage and determine the cutting and bending quality. Any nonconformities and reservations

must be confirmed in the goods dispatched note or else the Goods/Services shall be deemed satisfying all of the Buyer's requirements and consistent with the order.

7. The Goods protected by packaging, including but not limited to wrap, shall be unpacked on the unloading date at the latest.
8. The price of the Goods/Services shall be set on the basis of the Seller's pricelist effective on the date of the invoice or on the basis of the Seller's separate offer made to the Buyer. The Buyer cannot invoke ignorance of the Seller's pricelist. The Seller reserves the right to grant discounts and organise bargains related to the purchase and promotion of the Goods/Services. The Seller shall always provide the net price, which shall be increased by VAT at the rate effective upon issuance of the invoice.
9. The price offer shall be effective for orders for all elements in the appraisal. If the quantities or types of the elements change, the order shall be executed after recalculation of the offer.
10. No offer shall be construed as reservation of material.
11. The price of the Goods or Services shall not include removal of singeing or splinter which may occur as a result of a beam reflecting off support grids during the laser cutting process.
12. Ordering the priced Goods or Services shall be equivalent to the acceptance of the Seller's guidelines, reservations and technical remarks, including but not limited to those concerning the grade, thickness and quantity of prepared elements.
13. Laser-cut elements are made according to standard PN-EN ISO 9013:2008, class 1.
14. Openings in the elements burnt by laser, the diameter of which is lower than the thickness of the sheet metal, shall not be cut out (the Seller shall prepare engraved markers).
15. While providing the Service of laser cutting, the Seller does not guarantee evenness of the cut elements – a Service resulting in unevenness shall not constitute a defect or undue performance of the given contract.
16. Press brake-bent elements are made according to standard PN-EN ISO 2768, class C.
17. The press brake-bending process may lead to deformation of the openings located too close to the bending line – a Service resulting in such deformation shall not constitute a defect or undue performance of the given contract.
18. The Seller reserves the possibility of formation of imprints or scratches by operation of the tools of the press brake or the support grids of the laser – they shall not be construed as defects in provision of the Service.
19. Metallurgic materials shall be sold in accordance with the PN-EN standards relevant for the given group of material and concerning the chemical composition, tolerance, workmanship and surface quality.
20. Second-grade metallurgic materials shall be sold without metallurgic attestations.
21. The price shall cover the loading of the Goods on the means of transport upon their release at the Seller's registered office.
22. The Goods collected by the Buyer or a carrier without any reservations shall be deemed free from any defects.
23. Any risks, including but not limited to the risk of damage to or loss of the Goods, shall transfer onto the Buyer upon release of the Goods/Services.
24. The Seller shall issue a VAT invoice within seven days from the date of release of the Goods/Services to the Buyer. The amount due shall be paid by the Buyer by the deadline

specified in the invoice, where the said deadline shall always begin to run from the date of issue of the invoice by the Seller. The Seller can make the execution of the order conditional upon making an advance payment.

25. The payment date shall be the date when the Seller's account is credited with the funds.
26. If the Buyer is in delay in payment, the Seller shall have the right to charge statutory interest.
27. If a delay in payment lasts longer than 3 days, the Seller shall have the right to suspend further deliveries of the Goods and/or further provision of the Services for the benefit of the Buyer.
28. The Seller shall have the right to refuse to issue the Goods to a person without a due authorisation without assuming any liability for the damage sustained by the Buyer or third parties for this reason. The Buyer shall be liable to the Seller for the costs sustained by the latter (including but not limited to the costs of transport and unloading of the goods) resulting from the absence of a due authorisation.
29. If the Seller provides the Goods to the place specified by the Buyer, the Buyer shall ensure that a person authorised to receive the Goods be at that specified place. If no person has such authorisation in the place specified by the Buyer, the Seller shall have the right to issue the Goods to the person who undertakes to receive them on behalf of the Buyer. In such a case, the risk related to the issuance shall burden the Buyer.
30. The Buyer (also when they engage a carrier or a courier) shall be liable for proper security of the load and shall be liable for any damage caused by undue security of the load. The Seller shall not accept any liability for any damage related to the transport carried out by the Buyer or other entities carrying out the transport at the commission of the Buyer or the Seller.
31. Upon release/receipt of the Goods/Services, the Buyer shall inspect the Goods for compliance with the given order, including but not limited to their quality, quantity and type of assortment. Any inconsistencies with the order, damage to packaging, defects and faults must be reported upon release/receipt of the Goods/Services and confirmed by annotation on all delivery documents, which confirmation shall be made in writing or else shall be null and void, or else any claims in this respect, including any claims under the relevant limited warranty, shall be excluded.
32. If the Buyer is in delay in collection of the ordered Goods for at least 21 days when they were supposed to collect the Goods in person, the Seller can charge the Buyer the costs of storage of the uncollected Goods in the amount of PLN 250 (say two hundred fifty Polish zloty) per square metre of the surface of the goods per day of storage.

II. FORCE MAJEURE

1. If there are circumstances which could not be foreseen on the date of the given contract, the Seller shall be released from the obligations under the contract and these General Terms and Conditions of Sale for the duration of that circumstance.
2. The Seller shall immediately notify the Buyer of the occurrence of the circumstances specified in Clause II.2.

III. LIABILITY

1. Every time the Seller becomes liable for damages towards the Buyer in connection with the execution of the given order, that liability shall be limited to the actual loss, but it cannot exceed 10% of the value of the remuneration due to the Seller for the given Goods or Services covered by the order being the basis for the Seller's liability.
2. The Seller shall be liable solely for the quality of the Goods/Services and undue provision of the subject of the given contract under the relevant limited warranty – on the terms specified in Chapter VI – and solely for such defects which were found during normal and due use and application of the Goods.

IV. EXCLUSION OF SELLER'S LIABILITY

1. The Seller's liability for implied warranty shall be excluded under Art. 558(1) of the Civil Code.
2. Notwithstanding Clause IV.1 above, which excludes the Seller's liability for implied warranty for physical defects of the Goods, the Seller shall not be liable for the following in provision of services:
 - deviations in the dimensions and appearance of the Goods or in the quality of the provided Service as allowed by the technical approval, product sheet, standards or customarily accepted standards,
 - normal wear and tear of the Goods,
 - damage resulting from improper installation of the purchased Goods; improper selection of the product to the type and amount of loads; improper use contrary to intended use and the properties of the purchased Goods; improper storage or transport of the purchased Goods or elements at the commission of the Buyer,
 - soiling and changed appearance of the Goods resulting from their use,
 - imprints or scratches by the tools of the press brake or the support grids of the laser,
 - laser-cut elements not being flat.
3. The Seller shall not accept any liability if the material delivered by the Buyer does not meet the technical and structural criteria for subjecting it to the ordered treatment.
4. The Seller shall not be liable for failure to execute or undue execution of an order if the protective material is not removed from the prepared elements on the day of its delivery to the place of delivery.

V. COMPLAINTS

1. In the case of a complaint due to a limited warranty, the Buyer shall present to the Seller the following documents on the subject of the complaint to commence the complaints procedure:
 - order,

- document of the limited warranty,
- document of the issue of the Goods,
- if a service is provided on entrusted material – proof of delivery of the material for provision of the service along with the technical specifications of that material,
- purchase invoice with full payment confirmation.

In the absence of the above documents, complaints shall not be considered.

2. Quantitative complaints and mechanical damage, complaints about the cutting/bending quality and maintenance of measurements must be reported upon collection or delivery of the Goods.
3. Complaints about concealed defects, i.e. the defects which the Buyer could not detect upon collection/receipt of the Goods, must be reported to the Seller in writing within 3 business days from the time of their detection, not later, however, than within 21 days from the date of collection or delivery.
4. Second-grade material shall not be eligible for qualitative complaint.
5. Complaints shall be investigated within 30 business date from the date they are submitted.

VI. LIMITED WARRANTY

1. Only the manufacturer of the Goods grants a limited warranty for the Goods purchased at the Seller's, on the terms of limited warranty specified in the limited warranty card or another document issued by the manufacturer or distributor who are marketing the Goods for the first time or from whom the Seller purchased the Goods.
2. In relation to the Services and the sale of Goods manufactured or prepared by the Seller, the Seller shall grant a six-month limited warranty for the Goods and Services, running from the date of receipt of the Goods or provision of the Service or the agreed date of such receipt or provision.
3. The Seller shall not grant any limited warranty or be liable for the quality of elements cut or varnished again.
4. The Seller's limited warranty shall not cover:
 - mechanical damage to cut elements,
 - damage and change resulting from mechanical or chemical factors, undue maintenance or weather (including but not limited to the changes resulting from high temperatures not suited for the given Goods),
 - damage and change caused by improper use of the Goods,
 - unevenness in the cutting edges resulting from the type of material used or the manner of its treatment, singeing and splinters which may result from the reflection of a beam off the support grid during the laser cutting process, lack of flatness, deformation of openings.
5. The Seller shall grant the limited warranty under the following conditions:
 - the entire remuneration due to the Seller is paid on time,

- the Seller is provided with, on the order placement date, the technical specifications of the goods to be treated, which specifications determine at least the type of material – its alloy, the technical drawing of the product, the applied manner of treatment, the applied protective measures etc.
6. The renovation, repair or supplementation of the given cut shall be carried out locally only, by means of the technology available to the Seller.
 7. If the Seller is liable for the limited warranty, any inconsistency with the declared quality or faults or defects shall be removed at the Seller's site and the Buyer shall deliver the unduly prepared element to the Seller's site at the Buyer's own expense and shall collect it at their own expense on the specified date. The costs of demounting and remounting of the element complained about shall burden the Buyer.

VII. GENERAL PROVISIONS

1. The personal data provided by the Buyer can be gathered and processed by the Seller for marketing, accounting, execution of the given order and for other purposes related to the keeping of the records by the Seller. The data can be transferred or made available to other entities for the purposes of performance of the given contract or execution of the given order. The Buyer shall have the right to access and rectify their personal data under a written application submitted to the Seller.
2. The Buyer shall provide the Seller with all information necessary for execution of the given order. The Buyer shall be liable for the effects of provision of incorrect or incomplete data in the given order, including data preventing, hindering or restricting the execution of the order.
3. The parties hereby exclude the possibility for the Buyer to set off the Buyer's receivables from the Seller with the Seller's receivables from the Buyer. The Seller can set off their receivables, including ones which have not matured yet, from the Buyer with the Buyer's receivables from the Seller.
4. The Seller shall have the right to terminate the given contract, including the given order, with immediate effect or withdraw from the contract if according to their opinion, made on the basis of the possessed information, the articles of association of the Buyer are such that there is a reasonable possibility that the Buyer will not pay for the Goods/Services or such payment will be made with a delay.
5. The Seller can assign their rights and obligations under these GTCS, the given contract or the given order for the benefit of any third party, without consent of the Buyer. The Buyer cannot assign their rights and obligations under these GTCS, the given contract or the given order without a prior written consent of the Seller.

VIII. FINAL PROVISIONS

1. The governing law shall be the Polish law, both substantive and procedural.
2. For the avoidance of any doubt, no provision of GTCS shall apply to the Buyer being a consumer within the meaning of the Civil Code.
3. The Seller can amend GTCS at any time, without the need for any justification. The currently effective GTCS are available on the Seller's website at www.hempel-metals.pl and the Seller shall send the Buyer a file with such currently effective GTCS at the latter's request.
4. If any provision of GTCS becomes, for any reason, invalid, this shall not affect the validity of the balance of the General Terms and Conditions of Sale.
5. Any disputes that may arise in connection with execution of an order shall be referred for hearing to the court of proper venue serving the address of the Seller's registered office (in relation to disputes with enterprises) or the competent court with registered office in Katowice.
6. Matters not regulated by the provisions of GTCS shall be governed by the relevant provisions of the Civil Code and other generally applicable regulations.
7. These GTCS shall apply to the order placed by the Buyer at the Seller's and shall prevail over the content of the given order if their contents cannot be reconciled.